

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

GOAD Company,)	
)	
Plaintiff,)	
)	
v.)	Case No. 14-0545-CV-W-JTM
)	
Honeywell International, Inc.,)	
)	
Defendant.)	

ORDER

Pending before the Court are *Plaintiff's Motion In Limine to Preclude Questioning Of Shauna Woody-Coussens Regarding Existence of Written Contract* [Doc. 96] and *Defendant Honeywell International Inc.'s Motion In Limine* [Doc. 97]. Both motions were discussed extensively with counsel during the pretrial conference held in chambers on Monday, September 14, 2015. In accordance with that discussion and the representations made by counsel and the Court, it is

ORDERED that *Plaintiff's Motion In Limine to Preclude Questioning Of Shauna Woody-Coussens Regarding Existence of Written Contract* [Doc. 96] is found to be **MOOT**. It is further

ORDERED that *Defendant Honeywell International Inc.'s Motion In Limine* [Doc. 97] is **GRANTED IN PART AND DENIED IN PART**. Honeywell's motion in limine regarding punitive damages is GRANTED until such time as the Court determines the submissibility of punitive damages. Honeywell's motion in limine regarding precluding GOAD from presenting evidence or making reference to an agreement or promise is DENIED with the caveat that all

counsel remain vigilant in acting in accordance with the Court's earlier summary judgment ruling regarding the breach of contract claim. Honeywell's motion in limine regarding precluding GOAD from presenting evidence or making reference to damages other than reliance damages, (specifically, damages for "lost profits") is GRANTED without prejudice to an offer of proof by GOAD at trial and reconsideration by the Court at that time.

/s/ *John T. Maughmer*

John T. Maughmer
United States Magistrate Judge